

INTRODUCTION

- [1] This decision addresses two applications filed with the Residential Tenancy Office (the “Rental Office”) under the *Residential Tenancy Act* (the “Act”).
- [2] The Landlord claims against the Tenant for rent owing, cleaning, and electricity expenses, for a total claim of \$2,141.45. The Landlord also seeks to keep the security deposit as a part of the claim.
- [3] The Tenant claims against the Landlord for a return of double the security deposit, compensation, and a determination that the Landlord contravened the Act, for a total claim between \$4,740.78 and \$5,016.17.

BACKGROUND

- [4] The Unit is one-half of an over-under duplex (the “Residential Property”) owned by the Landlord.
- [5] On September 11, 2025, the Tenant paid a security deposit of \$1,695.00. On September 15, 2025, the parties signed a written, fixed-term tenancy agreement for the Unit, effective from September 15, 2025, to September 15, 2026. Rent was \$1,695.00 due on the 15th day of each month.
- [6] On March 4, 2026, the Tenant filed with the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* seeking to terminate the tenancy agreement, compensation, and a determination that the Landlord contravened the Act. A copy was served electronically.
- [7] On March 16, 2026, the Landlord served the Tenant with a *Form 4(A) Eviction Notice* (the “Notice”) with a vacate date of April 5, 2026, for failing to pay rent of \$1,695.00. The Notice was served electronically.
- [8] On April 1, 2026, the Tenant moved out of the Unit. The tenancy end date is in dispute.
- [9] On April 13, 2026, the Landlord filed with the Rental Office a *Form 2(B) Landlord Application to Determine Dispute* (the “Landlord Application”), seeking to keep the security deposit and additional compensation. A copy was served electronically.
- [10] On April 28, 2026, the Tenant emailed the Rental Office an amended *Form 2(A) Tenant Application to Determine Dispute* (the “Tenant Application”) seeking double the security deposit, compensation, and a determination that the Landlord contravened the Act. A copy was served electronically.
- [11] On June 12, 2026, the Rental Office emailed the parties notice of a tele-hearing scheduled for August 7, 2026.
- [12] On July 21, 2026, the Rental Office shared with the parties via TitanFile a 152-page PDF which contained links to two Tenant videos (the “Evidence Package”).
- [13] On August 7, 2026, the Landlord and the Tenant participated in the tele-hearing. The parties confirmed receipt of the Evidence Package, and stated that it contained all evidence submitted by the parties as of the hearing.
- [14] After the hearing, the parties were permitted to submit additional evidence with a response deadline of August 11, 2026. On August 7, 2026, the Landlord submitted additional evidence, which was shared with the Tenant. The Tenant provided no additional evidence or submissions.

DISPOSITION

- [15] The Landlord will keep \$1,472.43 of the security deposit for rent owing, cleaning, and electricity expenses.
- [16] The Landlord must return the remainder of the security deposit plus interest of \$266.86 to the Tenant by the timeline below.
- [17] The Tenant's claims are denied.

ISSUES

- A. Did the Landlord contravene the Act and, if so, must the Landlord compensate the Tenant?
- B. Does the Tenant owe the Landlord rent and compensation?

EVIDENCE**Landlord's evidence and submissions**

- [18] The Landlord stated that on March 13, 2026, the Tenant provided him with written notice (the "Form 3") that she was vacating the Unit on April 1, 2026. He stated that the Tenant failed to pay rent on March 15, 2026, so the Landlord served the Notice on March 16, 2026. The Tenant vacated the Unit on April 1, 2026.
- [19] The Landlord found a new tenant for the Unit for April 15, 2026. The Landlord is seeking to keep the security deposit of \$1,695.00 for rent owed from March 15 to April 14, 2026. The Landlord stated the Tenant did not pay rent for the final month, and the Landlord sustained rental income losses until the new tenant moved into the Unit.
- [20] After the Tenant moved out, it cost the Landlord \$200.00 to clean and repair the Unit, and he stated he is seeking compensation for this expense.
- [21] The Tenant disconnected the Unit's electricity when she vacated, so the Landlord had to put the electricity into his own name from April 1 to April 14, 2026. The Landlord incurred expenses of \$246.45, including a connection fee and the Unit's electricity costs.
- [22] The Landlord disputed entering the Unit on November 27, 2025, or February 27, 2026. He stated he performed maintenance outside the Unit on those dates. On February 27, 2026, the Landlord stated he texted the Tenant stating that he would be back "next week" to complete repairs to the door and the washing machine. The Landlord stated that this was his required 24-hour notice to the Tenant.
- [23] The Landlord stated that on March 3, 2026, he returned to the Unit and fixed the outside door. The Tenant pulled into the driveway; the Landlord waved at her, but she drove away. He stated he called her and sent her a text message, but the Tenant did not respond. The Landlord then entered the Unit to complete the washing machine repair. The Tenant then came home and was upset the Landlord was in the Unit.
- [24] Regarding the Tenant's request for compensation for the washing machine, the Landlord stated the Tenant notified him on September 22, 2025, that the washing machine was not working. The next day, the Landlord called an appliance repair person who then contacted the Tenant about the repair. The appliance repair person determined he had to find a replacement part for the washing machine.

- [25] Because it was difficult to find a replacement part, on October 8, 2025, the Landlord contacted the Tenant to deliver a replacement washing machine to the Unit. The Tenant stated she was not available that day. On October 15, 2025, the Landlord contacted the Tenant again to arrange delivery of the replacement washing machine, but there was no answer.
- [26] On October 19, 2025, the Landlord replaced the Unit's washing machine. On October 23, 2025, the Landlord repaired the original washing machine and delivered it to the Unit. The Landlord stated the Tenant was without a working washing machine for a limited time frame, partly because the Landlord had to find a replacement part and partly because the Tenant was unavailable to receive the replacement washing machine.
- [27] The Tenant did not contact the Landlord about the washing machine again until January 24, 2026, when she stated the knob was not working. On January 27, 2026, the Landlord determined the knob was only cosmetic, and the washing machine still worked. On March 3, 2026, the Landlord replaced the knob.
- [28] Regarding the Tenant's request for compensation for her electricity bills, the Tenant notified the Landlord of an issue with the storm door on September 23, 2025. The Landlord instructed the Tenant on how to temporarily fix the door, and he completed a permanent repair on October 20, 2025.
- [29] On February 11, 2026, the Tenant notified the Landlord that the storm door handle broke, and the Landlord repaired the handle on March 3, 2026. The Landlord stated that the storm door was the exterior of three doors, so there was no issue with securing the Unit or with heat retention.

Tenants' evidence and submissions

- [30] The Tenant agreed to compensate the Landlord \$200.00 for the cleaning expense. The Tenant disputed the Landlord's claims for rent owing and electricity expenses.
- [31] The Tenant stated she is seeking the return of double the security deposit, totalling \$3,390.00. She stated she is requesting this remedy because of safety concerns caused by the Landlord's repeated unlawful entry into the Unit. She stated the Landlord's actions interfered with her reasonable enjoyment of the Unit and his actions were in contravention of the Act.
- [32] The Tenant stated that on March 3, 2026, the Landlord entered the Unit without providing proper notice, and the Tenant submitted two videos of the incident. She stated she did not know the Landlord was in the Unit when she arrived home, and this made her feel unsafe. The Tenant stated the Landlord may also have entered the Unit without proper notice on November 27, 2025, and February 27, 2026, while working on the exterior of the Unit, but she cannot be sure.
- [33] The Tenant stated that she served the Landlord the Form 3 because she felt unsafe living in the Unit. The Tenant stated that after she received the Notice, she vacated the Unit four days before the stated vacate date. The Tenant stated she should not owe rent for the final month of the tenancy due to the Landlord's actions and contraventions of the Act.
- [34] The Tenant stated she is seeking \$550.00 in compensation due to a non-functioning washing machine in the Unit. The Tenant stated she is seeking \$50.00 for 11 weeks because she had to use laundromats and pay friends to do her laundry when the washing machine was not working.
- [35] The Tenant stated her electricity bills were high due to the Unit's poor condition. The Unit was poorly insulated, and a gap in the door made the Unit more expensive to heat. The Tenant stated the Landlord failed to maintain the Unit properly, and the Tenant is seeking compensation of 20% to 30% of her electricity expenses, which is between \$550.78 and \$826.17.

- [36] The Tenant states she is seeking \$250.00 in compensation for moving expenses. The Tenant stated she is disabled and she incurred moving expenses as a result of having to relocate at no fault of her own.

ANALYSIS & FINDINGS

A. Did the Landlord contravene the Act, and if so, must the Landlord compensate the Tenant?

- [37] The Tenant is seeking compensation due to the Landlord's alleged contraventions of the Act. When a party makes an application to the Rental Office, the onus is on that party to support their application with convincing evidence. In this case, the burden of proof lies with the Tenant, as the party advancing the claims. The applicable standard is proof on a balance of probabilities.

Quiet enjoyment

- [38] Section 22 of the Act states:

A tenant is entitled to quiet enjoyment of the rental unit including, but not limited to, the right to

- (a) reasonable privacy;*
- (b) freedom from unreasonable disturbance;*
- (c) exclusive possession of the rental unit, subject only to the landlord's right to enter the rental unit in accordance with section 23; and*
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.*

- [39] Clause 23(b)(i) states that:

A landlord shall not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (b) the landlord provides written notice to the tenant at least 24 hours before the time of entry and the purpose of the entry is to*
 - (i) carry out a repair or replacement or do work in the rental unit.*

- [40] For the reasons below, I find that the Tenant has not established that the Landlord contravened her right to quiet enjoyment when he entered the Unit on March 3, 2026.
- [41] The evidence establishes that on Friday, February 27, 2026, the Landlord text messaged the Tenant stating that he would return to the Unit "*next week*" to complete the Tenant's requested repairs to the door and washing machine. On Tuesday, March 3, 2026, the Landlord attended the Unit and completed repairs to the door on the exterior of the Unit.
- [42] The Landlord stated the Tenant pulled into the driveway, he waved at her, and she drove away. The Landlord tried calling and texting the Tenant, but received no reply. The Landlord then entered the Unit to complete the washing machine repair.
- [43] I find that the Landlord's February 27, 2026, text message, combined with the Landlord's attempt to telephone and message the Tenant before his entry, satisfied the Landlord's obligation under clause 23(b)(i) of the Act.
- [44] I note that the Landlord's written notice, which was provided "*at least 24 hours before the time of entry,*" could have been more specific as to the date and time of entry. However, it appears that the Landlord has remedied this practice, as the Landlord's evidence establishes his subsequent written notices of entry to the Tenant were more detailed with respect to the date and time of entry.

- [45] I note that clause 23(b) is more general, whereas clause 23(h), for example, is more specific. Clause 23(h) requires a landlord to provide a tenant at least 24 hours' written notice; the entry can only be between the hours of 9 a.m. and 9 p.m.; and the landlord must inform or make a reasonable effort to inform the tenant of the intention of the entry. However, clause 23(b) does not have the same notification requirements.
- [46] Additionally, I find no evidence that the Landlord entered the Unit on November 27, 2025, or February 27, 2026. This claim is denied.

Washing machine and door repair

- [47] Subsection 28(1) of the Act states:
- A landlord shall provide and maintain the residential property in a state of repair that*
- (a) *complies with the health, safety and housing standard required by law; and*
- (b) *having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.*
- [48] Clause 9(a) of the *Public Health Act Rental Accommodation Regulations* (the "Health Regulations") states:
- 9. The owner of any dwelling shall, when necessary*
- (a) *carry out repairs or alterations to such dwelling in order to make it sound, weatherproof, damp-proof, vermin-proof, safe and sanitary in every respect.*
- [49] I find that the Tenant's evidence has not established that the Landlord contravened the Act or the Health Regulations. I find that the Landlord had taken reasonable steps to address the washing machine and door repairs.
- [50] The evidence establishes the Landlord was responsive to the Tenant's complaints and acted within a reasonable time to attempt to repair the washing machine. When repair parts could not be secured promptly, the Landlord provided the Tenant a replacement washing machine until the original washing machine could be repaired.
- [51] The Landlord was also responsive to the Tenant's complaints and acted within a reasonable time to complete the storm door repairs. There is no evidence that the storm door issues prevented the Unit from being sound, weatherproof, damp-proof, vermin-proof, safe, or sanitary until the door could be repaired.
- [52] Additionally, I find that the Tenant has provided insufficient evidence to establish that her alleged increased heating expenses resulted from the Landlord's failure to comply with the Act or the Health Regulations. These claims are denied.

Moving expenses

- [53] I find that the Tenant has not established that the Landlord must compensate her for moving expenses. The Tenant vacated the Unit after receiving the Notice for non-payment of rent. The Tenant has not established any provision of the Act that entitles her to compensation for moving expenses in these circumstances. This claim is denied.

Double security deposit

- [54] I find that the Tenant has not established that the Landlord must compensate her double the security deposit. Such compensation is applicable only when a landlord fails to comply with their section 40 requirements. I find that the Tenant has not established that the Landlord failed to comply with section 40. This claim is denied.

B. Does the Tenant owe the Landlord rent and compensation?

- [55] Subsection 55(3) of the Act states:

(3) A tenant may end a fixed-term tenancy by giving the landlord a notice of termination effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice;

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy; and

(c) is the day before the day that rent is payable under the tenancy agreement.

- [56] I find that the Tenant's March 13, 2026, Form 3 notice did not terminate the fixed-term tenancy on April 1, 2026.

- [57] Under subsection 55(3) of the Act, a tenant's notice to terminate a fixed-term tenancy cannot be effective earlier than the date specified in the tenancy agreement as the end of the tenancy. In this case, September 15, 2026, was the end of the tenancy. I find that the Tenant's notice to end the tenancy on April 1, 2026, was ineffective.

- [58] However, once the Landlord served the Tenant the Notice on March 16, 2026, the Tenant was required to either pay the overdue rent to invalidate the Notice, dispute the Notice, or vacate the Unit by the vacate date of April 5, 2026.

- [59] The Notice was not invalidated or disputed within the ten-day timeline under clauses 60(4)(a) or (b) of the Act, which state:

Within 10 days after receiving a notice of termination under this section, the tenant may

(a) pay the overdue rent, in which case the notice of termination has no effect; or

(b) dispute the notice of termination by making an application to the Director under section 75.

- [60] I find that the evidence does not establish that the Notice was waived, the tenancy was reinstated, or a new tenancy was created under section 74 of the Act. As a result, I find that the Tenant was deemed to have accepted the Notice under subsection 60(5) of the Act and the tenancy ended on the Notice's vacate date of April 5, 2026.

- [61] I find that the Landlord took reasonable steps to mitigate his rental income losses by attempting to re-rent the Unit after the Tenant vacated. However, because the tenancy ended on April 5, 2026, under the Notice, I find that the Tenant is not responsible for rent after April 5, 2026, including the period from April 6 to April 14, 2026, before the new tenant took possession of the Unit.

- [62] Despite the Tenant stating she should not have to pay rent due to the Landlord's alleged contraventions of the Act, subsection 19(1) of the Act states:

(1) A tenant shall pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has an express right under this Act to deduct or withhold all or a portion of the rent.

- [63] I find that the Tenant owes the Landlord rent from March 15 to April 5, 2026, totalling **\$1,202.90** (\$1,695.00 / 31 days x 22 days). This claim is allowed in part.

Cleaning

- [64] The Tenant stated she agreed to the Landlord's **\$200.00** cleaning claim. This claim is allowed.

Electricity expenses

- [65] The Landlord is seeking \$246.45 in electricity expenses: \$42.44 + HST (\$48.81) for a connection fee and \$197.64 for electricity for the Unit from April 1 to April 14, 2026.
- [66] I find that the Landlord has not established the claim for the connection fee. The Landlord served the Tenant the Notice, which required the Tenant to vacate by April 5, 2026. On April 1, 2026, the Tenant disconnected the power to the Unit so it was no longer in her name. I note that even if the Tenant had waited to disconnect the power on April 5, 2026, the Landlord would still have been required to reconnect the power into his own name, as a new tenant had not been secured until April 15, 2026.
- [67] Additionally, the evidence establishes that the Tenant paid a connection fee when she moved into the Unit. I find it unreasonable for the Tenant to pay a connection fee when moving into the Unit and another connection fee after being evicted from the Unit.
- [68] I find that the Landlord has established that the Tenant owes the Landlord for electricity expenses from April 1 to April 5, 2026, because the tenancy was still in effect during this period.
- [69] I find that the Tenant owes **\$41.06** from April 1 to April 3, minus the connection fee, as the bill covers from April 1 to April 3 (\$89.87 - \$48.81).
- [70] I find that the Tenant owes **\$28.47** from April 4 to April 5, as the bill covers from April 4 to April 14 and is \$156.58 (\$156.58 / 11 days x 2 days). Because the evidence does not show the Unit's daily consumption, I have averaged the daily consumption based on the documents in evidence.
- [71] I find that the Landlord has established that the Tenant must compensate the Landlord **\$69.53** for electricity expenses. This claim is allowed in part.

Tenancy agreement

- [72] All tenancy agreements commencing on or after April 8, 2023, require landlords to prepare written tenancy agreements in accordance with sections 10 and 11 of the Residential Tenancy Act. The standard form tenancy agreement (*Form 1 – Standard Form of Tenancy Agreement*) is available on the Rental Office's website. The Landlord must ensure that all mandatory information is included in the Landlord's tenancy agreements.

CONCLUSION

- [73] The Tenant Application is denied, and the Landlord Application is allowed in part.
- [74] The Tenant owes the Landlord \$1,202.90 in rent.
- [75] The Tenant will compensate the Landlord \$200.00 for cleaning expenses and \$69.53 for electricity expenses.
- [76] The security deposit, including interest, totals \$1,739.29.

- [77] The amounts are set off, and the Landlord will keep \$1,472.43 of the security deposit and return \$266.86 to the Tenant by the timeline below.
- [78] My calculations are as follows:

Item	Amount
Rent	\$1,202.90
Cleaning	\$200.00
Electricity	\$69.53
Security deposit	(\$1,695.00)
Interest (Sept. 11/25 – Sept. 2/26)	(\$44.29)
Total	(\$266.86)

IT IS THEREFORE ORDERED THAT

1. The Landlord will keep \$1,472.43 of the security deposit.
2. The Landlord must return the remainder of the security deposit plus interest of \$266.86 to the Tenant by September 29, 2026.
3. The Tenant's claims are denied.

DATED at Charlottetown, Prince Edward Island, this 2nd day of September, 2026.

(sgd.) Mitch King

Mitch King
Residential Tenancy Officer

NOTICE

Right to Appeal

This Order can be appealed to the Island Regulatory and Appeals Commission (the "Commission") by serving a Notice of Appeal with the Commission and every party to this Order within **20 days of this Order**. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

Filing with the Court

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.